

P. MATTHEW COX (9879)  
SNOW, CHRISTENSEN & MARTINEAU  
Attorneys for Santander Consumer USA Inc. dba Chrysler Capital  
10 Exchange Place, Eleventh Floor  
Post Office Box 45000  
Salt Lake City, Utah 84145  
Telephone: (801) 521-9000

---

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

---

In re: Bankruptcy No. 18-28803  
TRAVIS AUGUSTINE MARTIN, (Chapter 7)  
Debtor. Hon. R. Kimball Mosier

---

**SANTANDER CONSUMER USA INC. DBA CHRYSLER CAPITAL'S  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

---

Santander Consumer USA Inc. dba Chrysler Capital ("Chrysler Capital") pursuant to Rule 4001, Rules of Bankruptcy Procedure, and 11 U.S.C. § 362(d)(1) and (d)(2), moves this court for its order granting relief from the automatic stay as to certain property described herein, and represents as follows:

1. Chrysler Capital is a creditor of the Debtor.
2. Debtor, Travis Augustine Martin, is an individual residing in the State of Utah.
3. Debtor filed a petition in this Court under Chapter 7 of the Bankruptcy Code on

November 23, 2018.

4. On or about October 31, 2014, Debtor executed and delivered to Superstition Springs Mid, LLC ("Superstition"), a Purchase Money Security Agreement (the "Contract"), a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

5. By signing the Contract, Debtor granted Superstition a purchase money security interest in the following motor vehicle:

One 2014 RAM 2500,  
Vehicle Identification No. 3C6UR5NLXEG295870

(the "Vehicle").

6. Superstition assigned its interest in the Contract to Chrysler Capital and Chrysler Capital is the holder thereof.

7. Chrysler Capital has a security interest in the Vehicle, which security interest has been perfected by the notation of such lien upon the certificate of title of the Vehicle, a copy of which is attached hereto as Exhibit "B", and by this reference made a part hereof.

8. Pursuant to 11 U.S.C. § 362(d)(1), cause exists to lift the automatic stay because the Debtor has defaulted on payments to Chrysler Capital. Debtor is in default of the Contract by reason of Debtor's failure to make payments when due. The amount of the delinquency under the Contract is \$8,954.81. The Debtor has failed to pay one pre-petition payment in the amount of \$212.10. Debtor has failed to pay nine post-petition payments plus late fees in the amount of \$8,742.71. The Debtor has failed to make the following post-petition payments:

DATE DUE	AMOUNT DUE
November 28, 2018 – July 28, 2019	\$7,936.56
Late Fees	806.15
<b>TOTAL DUE POST-PETITION</b>	<b>\$8,742.71</b>

9. Pursuant to 11 U.S.C. § 362(d)(1), Chrysler Capital is not adequately protected. The Vehicle is a rapidly depreciating asset. Chrysler Capital does not have and has not received

adequate protection for its interest in the Vehicle.

10. On information and belief, the Vehicle is uninsured.

11. As of August 19, 2019, the NADA retail value of the Vehicle was \$34,575.00.

The payoff was \$22,406.03.

12. Cause exists for relief from the automatic stay because the Debtor has failed to make payments to Chrysler Capital and has failed to insure the Vehicle, as required by the Contract.

13. The Vehicle is not necessary to an effective reorganization by Debtor.

14. Debtor does not seek and therefore has no reasonable prospect for reorganization.

15. If Chrysler Capital is not permitted to immediately repossess and sell the Vehicle pursuant to its security interest, it will suffer irreparable injury, loss, and damage.

WHEREFORE, Chrysler Capital moves that the stay pursuant to 11 U.S.C. § 362 be lifted to permit it to repossess and otherwise realize upon its security interest in the Vehicle, and to give all notices and take such action as is necessary to perfect its rights to file or amend its claim to assert any deficiency remaining upon sale of the Vehicle, and that it be granted such other and further relief as the Court deems just.

DATED this 30th day of August, 2019

SNOW, CHRISTENSEN & MARTINEAU

/s/ P. Matthew Cox

P. Matthew Cox

Attorneys for Santander Consumer USA Inc. dba  
Chrysler Capital

**CERTIFICATE OF SERVICE BY ELECTRONIC NOTICE (CM/ECF)**

I hereby certify that on August 30, 2019, I electronically filed the foregoing SANTANDER CONSUMER USA INC. DBA CHRYSLER CAPITAL'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY, with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users.

Mary M. Hunt  
111 S. Main Street, 21st Floor  
Salt Lake City, UT 84111

David L. Fisher  
Fisher Law Group  
2825 E. Cottonwood Parkway, Suite 500  
Cottonwood Heights, UT 84121

**CERTIFICATE OF SERVICE BY MAIL OR OTHER MEANS**

**Mail Service:** First-class U.S. mail, postage pre-paid, addressed to:

Travis Augustine Martin  
6678 S. Alfred Way  
Salt Lake City, UT 84123

/s/ P. Matthew Cox

# EXHIBIT A





# EXHIBIT B



Collateral Management Services  
9750 Goethe Road | Sacramento, CA 95827

## Chrysler Capital

### Lien and Title Information

#### Lienholder

---

**ELT Lien ID**

**Lienholder** CHRYSLER CAPITAL  
**Lienholder Address** PO BOX 961272  
FORT WORTH, TX 76161

**Lien Release Date**

---

#### Vehicle and Titling Information

---

<b>VIN</b>	3C6UR5NLXEG295870	<b>Issuance Date</b>	11/13/2014
<b>Title Number</b>	0U50014317034	<b>Received Date</b>	11/15/2014
<b>Title State</b>	AZ	<b>ELT/Paper</b>	ELECTRONIC
<b>Year</b>	2014	<b>Odometer Reading</b>	37
<b>Make</b>	RAM	<b>Branding</b>	
<b>Model</b>			
<b>Owner 1</b>	TRAVIS AUGUSTINE MARTIN		
<b>Owner 2</b>			
<b>Owner Address</b>	3253 E SAN REMO AVE GILBERT, AZ 85234		

---

**Printed:** Tuesday, August 27, 2019 5:54:41 AM PST